



459100

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

AUG 03 2002

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

**Pennsylvania Department of Public Welfare
Health & Welfare Building
P.O. Box 2675
Harrisburg, PA 17105-2675**

Attention: Feather O. Houston, Secretary of Public Welfare

**Re: Required Submission of Information
Lower Darby Creek Area Superfund Site - Clearview Landfill, Folcroft Landfill,
and Folcroft Landfill Annex**

Dear Ms. Houston:

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning the release, or threat of release, of hazardous substances, pollutants or contaminants into the environment at the Clearview Landfill ("Clearview"), Folcroft Landfill ("Folcroft"), and Folcroft Landfill Annex ("Folcroft Annex") portions of the Lower Darby Creek Area Superfund site, located in Delaware and Philadelphia Counties, Pennsylvania (hereinafter the "Site").

The Site is located in an industrialized portion of southeastern Delaware County and southwestern Philadelphia County, Pennsylvania, along an approximately two-mile stretch of Darby Creek, between Cobbs Creek to the north and the tidal marsh of John Heinz National Wildlife Refuge at Tinicum to the south (see Enclosure A). The Site also includes contaminated portions of areas along Darby Creek downstream as well as a portion of a 3500-acre tidal marsh.

EPA has reason to believe that wastes generated at locations owned or operated by Pennsylvania Department of Public Welfare, specifically the Haverford State Hospital, may have been transported to and disposed of at the Site, specifically at Clearview, Folcroft, and Folcroft Annex. Clearview is located on the east side of Darby Creek; Folcroft and Folcroft Annex are located on the west side of the creek.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require Pennsylvania Department of Public Welfare (hereinafter "you"), to furnish all information and documents in your possession, custody or

Customer Service Hotline: 1-800-438-2474

control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), pollutants and/or contaminants as defined by Section 101(33) of CERCLA, 42 U.S.C. Section 9601(33), which were transported to, stored, treated, or disposed of at the above-referenced Site.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

You must respond in writing to this required submission of information within **fifteen (15) calendar days** of your receipt of this letter. For a corporation, the response must be signed by an appropriately authorized corporate official. For all other entities, the response must be signed by an authorized official of that entity.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.

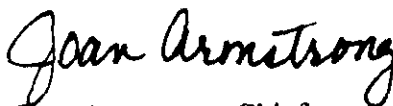
All documents and information should be sent to:

Ms. Carlyn Winter Prisk (3HS11)
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501 et seq.

If you have any questions concerning this matter, please contact Civil Investigator Carlyn Winter Prisk at (215) 814-2625, or have your attorney contact Brian Nishitani of EPA's Office of Regional Counsel at (215) 814-2675. To discuss the Site in general or the nature of the cleanup, contact Kristine Matzko, the Remedial Project Manager, at (215) 814-5719.

Sincerely,



Joan Armstrong, Chief
PRP Investigation and
Site Information Section

Enclosures: Enclosure A: Lower Darby Creek Area Site Map
 Enclosure B: Business Confidentiality Claims/Disclosure of Your Response to
 EPA Contractors and Grantees
 Enclosure C: List of Contractors that May Review Your Response
 Enclosure D: Definitions
 Enclosure E: Instructions
 Enclosure F: Questions

cc: Mr. Brian Nishitani (3RC44) EPA Region III, Office of Regional Counsel
 Ms. Kristine Matzko (3HS21) EPA Region III, Remedial Project Manager
 Mr. Craig Olewiler Pennsylvania Department of Environmental Protection
 Ms. April Flipse Pennsylvania Department of Environmental Protection

Enclosure A



Enclosure B

Business Confidentiality Claims

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

Disclosure of Your Response to EPA Contractors and Grantees

EPA may contract with one or more independent contracting firms (See "Enclosure C") to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreements(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure C, you must notify EPA in writing at the time you submit such documents.

Enclosure C

List of Contractors That May Review Your Response

- Daston Corporation -
Contract #68-S3-01-01
Subcontractor to Daston Corporation is:
Dynamac Corporation
- Tetra Tech EM, Inc. -
Contract #68-S3-0002
Subcontractor to Tetra Tech EM, Inc. is:
Eagle Instruments, Inc.
- Ecology and Environment, Inc. -
Contract #68-S3-0001
Subcontractor to Ecology and
Environment, Inc. is:
S & S Engineers, Inc.
- IT Corporation -
Contract #68-S3-00-06
Subcontracts to IT Corporation are:
Weavertown Environmental Group
Environmental Restoration Company
- Earth Tech, Inc. -
Contract #68-S3-00-07
Subcontractors to Earth Tech, Inc. are:
Industrial Marine Services, Inc.
Cline Oil
Hertz Equipment Rental
- Guardian Environmental Services, Inc. -
Contract #68-S3-99-04
- ECG Industries, Inc. -
Contract# 68-S3-99-05
Subcontractor to ECG Industries, Inc. is:
Earth Tech, Inc.
- Industrial Marine Services, Inc. -
Contract #68-S3-99-06
Subcontractors to Industrial Marine
Services, Inc. are:
Earth Tech, Inc.
Engineering and Environment, Inc.
- Tetra Tech NUS Inc. -
Contract #68-S6-3003
Subcontractors to Tetra Tech NUS Inc.
are:
Gannett Fleming, Inc.
Dynamic Corporation
C. C. Johnson & Malhotra, P.C.
- CDM-Federal Programs Corporation -
Contract #68-S7-3003
Subcontractors to CDM-Federal
Programs Corporation are:
Tetra Tech EM, Inc.
Robert Kimball & Associates
PMA & Associates
Horne Engineering
Pacific Environmental Services
- Black and Veatch Waste Science and
Technology Corporation/Tetra Tech,
Inc. - Contract #68-S7-3002
- Universe Technologies -
Contract #68-S3-99-02
- Tech Law, Inc. -
Contract #68-W-00-108

List of Cooperative Agreements

- National Association of Hispanic
Elderly - #CQ-822511
- AARP Foundation (Senior
Environmental Employment) -
#824021
#823952

Enclosure D

Definitions

- The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
- The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
- The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 [of the U.S. Code], (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of [CERCLA], (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 [of the U.S. Code]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).
- The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of [CERCLA] or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of [CERCLA], and (d) the normal application of fertilizer.
- The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
- The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

Enclosure E

Instructions

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure B, *Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees*. You must clearly mark such information by either stamping or using any other form of notice that such information is a trade secret, proprietary, or company confidential. To ensure to the greatest extent that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of each question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question or subpart of the question to which the document(s) responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure D, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure D. Those terms shall have the meaning set forth in Enclosure D any time such terms are used in this Information Request and/or its Enclosures.

Enclosure F

QUESTIONS

1. State your mailing address and telephone number.
2. What is the current nature of the business or activity conducted at the Haverford State Hospital? What was the nature of your business or activity between 1958 and 1976? Please describe in detail. If the nature of your business or activity changed from the period of 1958 to 1976 to the present, please provide a detailed explanation of the changes to date.
3. Identify all persons currently or formerly employed by the Department of Public Welfare ("DPW") and/or the Haverford State Hospital, who have or may have personal knowledge of your operations and waste disposal practices between 1958 and 1976 at the Haverford State Hospital. For each such person, state that person's employer, job title, dates of employment, current address, and telephone number. If the current telephone number or address is not available, provide the last known telephone number or last known address of such person.
4. Identify the owners and operators of the Haverford State Hospital from 1958 to the present. For each owner and operator further provide:
 - a. The dates of their operation;
 - b. The nature of their operation; and
 - c. All information or documents relating to the handling and/or generation, storage, treatment, recycling, formulation, disposal, or transportation of any hazardous substance, hazardous waste, pollutant, contaminant, or other waste during the period in which they were operating the establishment(s).
5. Describe the types of documents generated or maintained by DPW and/or the Haverford State Hospital concerning the handling and/or generation, storage, treatment, transportation, recycling, formulation, or disposal of any hazardous substance, hazardous waste, pollutant, contaminant or other waste between 1958 and 1976.
 - a. Provide a description of the information included in each type of document and identify the person who was/is the custodian of the documents;
 - b. Describe any permits or permit applications and any correspondence between your company and/or establishment(s), and any regulatory agencies regarding the transportation and disposal of such wastes; and

- c. Describe any contracts or correspondence between your company and/or establishment(s) and any other company or entity regarding the transportation and disposal of such wastes.
6. Identify every hazardous substance used, generated, purchased, stored, or otherwise handled at the Haverford State Hospital between 1958 and 1976. Provide chemical analyses and Material Safety Data Sheets ("MSDS"). With respect to each such hazardous substance, further identify:
- a. The process(es) in which each hazardous substance was used, generated, purchased, stored, or otherwise handled;
 - b. The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such hazardous substance;
 - c. The annual quantity of each such hazardous substance used, generated, purchased, stored, or otherwise handled;
 - d. The beginning and ending dates of the period(s) during which such hazardous substance was used, generated, purchased, stored, or otherwise handled;
 - e. The types and sizes of containers in which these substances were transported and stored; and
 - f. The persons or companies that supplied each such hazardous substance to your company.
7. Identify all by-products and wastes generated, stored, transported, treated, disposed of, released, or otherwise handled by the Haverford State Hospital between 1958 and 1976. With respect to each such by-product and waste identified, further provide:
- a. The process(es) in which each such by-product and waste was generated, stored, transported, treated, disposed of, released, or otherwise handled;
 - b. The chemical composition, characteristics, and physical state (solid, liquid, or gas) of each such by-product or waste;
 - c. The annual quantities of each such by-product and waste generated, stored, transported, treated, disposed of, released, or otherwise handled;
 - d. The types, sizes, and numbers of containers used to treat, store, or dispose of each such by-product or waste;
 - e. The name of the individual(s) and/or company(ies) that disposed of or treated each such by-product or waste; and

- f. The location and method of treatment and/or disposal of each such by-product or waste.
8. Did DPW and/or the Haverford State Hospital ever contract with, or make arrangements with any of the following entities, for the removal or disposal of waste from your facilities/establishments in the Philadelphia area between 1958 and 1976:
- a. Folcroft Landfill Corporation;
 - b. Bernie McNichol;
 - c. Edward Mullin;
 - d. Clearview Land Development Corporation;
 - e. Edward or Richard Heller;
 - f. Tri-County Hauling;
 - g. Eastern Industrial Corporation;
 - h. Marvin Jonas or Jonas Waste Removal;
 - i. Bernard McHugh or McHugh Trash Company;
 - j. S. Buckley (ey) Trash Hauling;
 - k. City Wide Services, Inc.;
 - l. Gene Banta or Gene Banta Trash Removal;
 - m. Schiavo Brothers;
 - n. Charles Crumley or Crumley Waste;
 - o. Harman or Harway Trash;
 - p. Oil Tank Lines;
 - q. Paolino Company;
 - r. Charles Crawley Waste Hauling;
 - s. Ed Lafferty and Son;
 - t. Bazzarie Trash Company;
 - u. Sparky Barnhouse or ABM Disposal Services Company; and
 - v. Any other individual, company, or municipality.
9. For each of the above identified entities with whom DPW and/or the Haverford State Hospital contracted or made arrangements with for waste removal and/or disposal, please identify the following:
- a. The person with whom you made such a contract or arrangement;
 - b. The date(s) on which or time period during which such material was removed or transported for disposal;
 - c. The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);
 - d. The annual quantity (number of loads, gallons, drums) of such material;
 - e. The manner in which such material was containerized for shipment or disposal;

- f. The location to which such material was transported for disposal;
 - g. The person(s) who selected the location to which such material was transported for disposal;
 - h. The individuals employed with any transporter identified (including truck drivers, dispatchers, managers, etc.) with whom your establishment dealt concerning removal or transportation of such material; and
 - i. Any billing information and documents (invoices, trip tickets, manifests, etc.) in your possession regarding arrangements made to remove or transport such material.
10. Provide the names, titles, areas of responsibility, addresses, and telephone numbers of all persons who, between 1958 and 1976, may have:
- a. Disposed of or treated materials at Clearview, Folcroft and Folcroft Annex or other areas of the Site;
 - b. Arranged for the disposal or treatment of materials at Clearview, Folcroft and Folcroft Annex or other areas of the Site; and/or
 - c. Arranged for the transportation of materials to Clearview, Folcroft and Folcroft Annex or other areas of the Site (either directly or through transshipment points) for disposal or treatment.
11. For every instance in which Haverford State Hospital disposed of or treated material at Clearview, Folcroft and Folcroft Annex or other areas of the Site, or arranged for the disposal or treatment of material at the Site, identify:
- a. The date(s) on which such material was disposed of or treated at the Site;
 - b. The nature of such material, including the chemical content, characteristics, and physical state (i.e., liquid, solid, or gas);
 - c. The annual quantity (number of loads, gallons, drums) of such material;
 - d. The specific location on the Site where such material was disposed of or treated; and
 - e. Any billing information and documents (invoices, trip tickets, manifests, etc.) in your company's or establishment's(s') possession regarding arrangements made to dispose of or treat such material at the Site.
12. Did DPW, the Haverford State Hospital, or any other company or individual ever spill or cause a release of any chemicals, hazardous substances, and/or hazardous waste, and/or non-hazardous solid waste on any portion of Clearview, Folcroft and Folcroft Annex or any other portion of the Site? If so, identify the following:

- a. The date(s) the spill(s)/release(s) occurred;
 - b. The composition (i.e., chemical analysis) of the materials which were spilled/released;
 - c. The response made by you or on your behalf with respect to the spill(s)/release(s); and
 - d. The packaging, transportation, and final disposition of the materials which were spilled/released.
13. Please identify individuals employed by DPW and/or the Haverford State Hospital who were responsible for arranging for the removal and disposal of wastes, and individuals who were responsible for payments, payment approvals, and record keeping concerning such waste removal transactions at the Haverford State Hospital between 1958 and 1976. Provide current or last known addresses and telephone numbers where they may be reached. If these individuals are the same persons identified by your answer to question 3, so indicate.
14. Did you or any person or entity on your behalf ever conduct any environmental assessments or investigations relating to contamination at Clearview, Folcroft and Folcroft Annex or any other areas of the Site? If so, please provide all documents pertaining to such assessments or investigations.
15. If you have any information about other parties who may have information which may assist the EPA in its investigation of the Site, including Clearview, Folcroft and Folcroft Annex, or who may be responsible for the generation of, transportation to, or release of contamination at the Site, please provide such information. The information you provide in response to this request should include the party's name, address, telephone number, type of business, and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.
16. Representative of your establishment(s):
 - a. Identify the person(s) answering these questions on behalf of your establishment(s), including full name, mailing address, business telephone number, and relationship to the company.
 - b. Provide the name, title, current address, and telephone number of the individual representing your establishment(s) to whom future correspondence or telephone calls should be directed.
17. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

- a. Your document retention policy;
- b. A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;
- c. A description of the type of information that would have been contained in the documents; and
- d. The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

COMMONWEALTH OF PENNSYLVANIA
DA-516 5658-11-64

LOCAL PURCHASE PROPOSAL

DEPARTMENT OF PUBLIC WELFARE

DEPARTMENT, AGENCY, INSTITUTION

DATE MARCH 18, 1970	SERIAL NO. 1	IDENTIFICATION NO. 630	INQUIRY NO. # 853
OFFERING DATE MONTH MARCH 30, 1970 AT 11:00 A. M. E.S.T.			SECURITY \$ AMOUNT
CLASS OF COMMODITIES TRASH and GARBAGE REMOVAL		SHIPPING INSTRUCTIONS Haverford State Hospital 3500 Darby Road Haverford, Penna. Delaware County 19041	
CONTRACT PERIOD JULY 1, 1970 TO JUNE 30, 1971			
MEN WANTED SEE BELOW			

I hereby offer to supply the following articles in the quantities specified for the prices specified. This proposal is subject to all the terms and conditions attached to or appearing on the reverse side of this sheet. We agree that the Commonwealth may accept our proposals on any of the articles listed below and that it may draw a line through any of the articles for which our proposal is rejected.

SPECIFICATION	DESCRIPTION OF COMMODITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	THE COMMONWEALTH OF PENNSYLVANIA IS EXEMPT FROM ALL TAXES.				
	NO TAXES TO BE INCLUDED IN BID PRICE.				
	Successful bidder to furnish all labor and equipment necessary to dispose of all refuse. Handling, collecting and refuse such as general trash, glass, tin cans, garbage and anything of refuse nature that could accumulate at this Hospital.				
	Contractor to supply Hospital with recommended <u>Trash Containers</u> for FRONT LOADING COMPACTOR.				
	Trash containers to be emptied by contractor (3) three times a week, Monday, Wednesday and Friday between the hours of 8:30 A.M. and 4:00 P.M.				
	Containers to be placed at following Buildings:				
	Building 21	(2)	4 yard container with lid		
	Building 13	(1)	4 yard container "		
	Building 14	(1)	4 yard container "		
	Building 8	(1)	6 yard container "		
	Building 4	(2)	6 yard container "		
	Building 3	(1)	2 yard container "		
	Building 20	(1)	4 yard container "		
	Building 18	(1)	2 yard container "		
	Building 7	(1)	2 yard container "		
	Building 9	(1)	2 yard container "		

WM013754

THIS IS NOT AN ORDER
(RETURN PROPOSAL TO OFFICE FROM WHICH RECEIVED)

Red at _____
_____ day of _____ 19 _____

SIGN IN INK

Position _____

NAME **Tri-County Hauling**
Calgon Hook Rd.
Darby Township, Pa. 19023

The Commonwealth of Pennsylvania, Acting through the undersigned officer or agent of the Commonwealth, hereby accepts the proposal except for the articles which have been stricken out, this acceptance to constitute a binding contract.

Date _____

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT, AGENCY, INSTITUTION

By _____

Title _____

COMMONWEALTH OF PENNSYLVANIA

LOCAL PURCHASE CONTRACT

1. The proposal attached or made on the opposite side of this sheet will be deemed an offer which may be accepted by the Commonwealth at any time after bids are opened. The price quoted in each instance is that for which the commodity will be furnished and includes all taxes or other charges that may be imposed during the life of this contract. When the proposal has been accepted by the Commonwealth in writing, the proposal and acceptance will constitute a contract. The proposal will be subject to all of the terms and conditions herein stated.
2. Sealed proposals will be received by the Commonwealth at place named on the opposite side of this sheet on the day and hour specified, at which time they will be publicly opened and read. Awards will be made as soon thereafter as practicable.
3. Proposals must be submitted in duplicate. If proposal in part or in whole is accepted, one copy containing the written acceptance will be returned to the successful bidder.
4. The materials listed in the proposal must be delivered f.o.b. the point or points shown on the opposite side of this sheet. All charges prepaid.
5. In acting on proposals cash discounts will not be considered.
6. When a performance bond is required it must be with a corporate surety authorized to transact business in Pennsylvania. The amount of the bond will be one-fourth of the contract.
7. A contractor shall not sublet, transfer, assign, or otherwise dispose of the contract or any portion thereof or of his right, title, or interest therein without the written consent of the Commonwealth.
8. Under specifications, P.S. refers to the Pennsylvania State specifications, copies of which may be obtained from the Bureau of Standards, Department of Property and Supplies, Harrisburg, Pa.; F.S. refers to the U.S. Government specifications which may be obtained from the Superintendent of Documents, Washington, D.C. If the word "Attached" appears in the column headed specification it is to be taken to mean that the description of the commodity is given on a sheet attached to the proposal.
9. Samples must be submitted when specified and will not be returned unless stated in the quotation. When standard samples are to be furnished or examined it will be so noted on the schedule. The purchaser reserves the right in any case to call for samples from low bidders before making an award.
10. Food commodities must comply with the Pure Food Laws of the United States and Commonwealth of Pennsylvania in every respect.
11. When the Federal grading of food products is desired by the Commonwealth it will be specified. In such cases it is understood and agreed that the products delivered under specifications so marked shall bear the stamp of the U.S. Department of Agriculture Bureau Agricultural Economics, indicating that the products meet the requirements of the specifications. When it is impossible or impracticable to stamp each individual piece, the container shall be stamped after the goods have been packed therein. The omission of this stamp shall be sufficient reason for the rejection by the Commonwealth. The contractor shall provide facilities for this grade examination and shall notify the U.S. Department of Agriculture's nearest agent, when the products are ready for examination. The cost of this grade examination shall be borne by the contractor. Rates for this service may be obtained from the U.S. Department of Agriculture. Where it is found impractical to secure this grading on certain individual items, the Commonwealth reserves the right to waive this provision on the terms in question or arrange other methods of inspection.
12. Delivery must be made on the date specified in orders given under this contract, and, if orders do not specify dates of delivery, then within ten (10) days after the mailing of the order from the Commonwealth. Inspection of materials supplied will be made by duly authorized agent of the Commonwealth and any article which does not conform to the specifications and to the sample (if any) submitted with this proposal will be rejected. The decision of the inspector shall be final, and all the materials rejected will be returned and replaced at the contractor's expense.
13. If delivery is made by contractor or a Commercial truck the Commonwealth will allow only for NET weight and count returned by the storekeeper of all goods upon arrival after deducting loss of transportation, shrinkage, tare of bags, covers, etc., in which said goods are shipped. If shipment is made to the railroad destination mentioned on opposite side of this sheet, a receipt in good order given by the Commonwealth to the railroad company shall relieve the contractor from any claims for loss, damage or shortage in transit.
14. If a contractor fails to replace rejected articles within ten (10) days after notice of rejection, the Commonwealth will purchase other articles in the open market to take the place of those rejected and will charge to the contractor any excess in price over that specified in this contract.
15. The Commonwealth reserves the right to reject any and all bids to waive technical defects and to accept or reject any part of its bid if, in its judgment, the best interest of the Commonwealth will be subserved thereby. Payments will be made upon receipt of invoices after materials have been delivered and accepted.
16. If space on the opposite side of this sheet does not permit the listing of all items for which bids are sought, additional sheets may be attached which will then become a part of this proposal.
17. Vendor agrees that, in the performance of any contract awarded to it hereunder, said vendor will not discriminate against any employee or other persons, on account of race, color, sex, religious creed, ancestry, age or national origin and that the Commonwealth, upon receipt of satisfactory evidence of such discrimination, shall have the right to cancel said contract.

WM013755

CONTINUATION SHEET - LOCAL PURCHASE PROPOSAL
(This is part of the Proposal)

Sheet No. 2

INSTITUTION

HAVERFORD STATE HOSPITAL

SERIAL NO

853

Submit separate unit price for each item. No bid will be considered unless bid price is firm without qualification. Conditional bids will not be accepted.

Item	Description of Commodity	Quantity	Unit	Unit Price	Total
Building 10	(1) 2 yard container with lid				
Building 11	(1) 2 yard container "				
Building 12	(1) 2 yard container "				
Building 25	(1) 4 yard container (WITH OUT LID to be used for non-combustible refuse.)				
<p>Platforms in back of building are so situated that this is the only effecient way to make pick up and also enable proper placement of containers to platforms without damage to railings, platforms and roadway. It is also the responsibility of the contractor to supply the recommended containers to do the job at these locations and at such time containers prove to be too small or too large contractor will replace with larger or smaller containers according to the Hospitals needs</p> <p>It will be the responsibility of the contractor to maintain, keep clean and sanitary, units at all times, thus eliminating rodents, flies and roaches.</p> <p>Please return three (3) fully executed copies of Bid Proposal in the enclosed self-addressed envelope. If you do not wish to Bid, please return one (1) copy marked "NO BID".</p> <p>CHARGE PER MONTH <u>1848.00</u></p> <p>TOTAL LUMP SUM <u>22,176.00</u> <i>12 m.</i></p> <p>Any additional information required, contact Maintenance Engineer, Mr. Muller at LA-59620, Ext. 486 or 487</p>					

Name of Vendor _____

Date _____

Address _____

WM013756

LOCAL PURCHASE PROPOSAL

DEPARTMENT OF PUBLIC WELFARE

DEPARTMENT AGENCY INSTITUTION

DATE	MARCH 1, 1971	SERIAL NO.	IDENTIFICATION NO.	INQUIRY NO.
DATE	MARCH 17 1971		763	# 975
TIME	11:00 A. M. E.S.T.			SECURITY
				AMOUNT

S OF COMMODITIES
TRASH and GARBAGE REMOVALTRACT PERIOD
JULY 1, 1971 TO JUNE 30, 1972WANTED
SEE BELOWSHIPPING INSTRUCTIONS
Haverford State Hospital
3500 Darby Road
Haverford, Penna.
Delaware County 19041

I hereby offer to supply the following articles in the quantities specified for the prices specified. This proposal is subject to all the terms and conditions attached to or appearing on the reverse side of this sheet. We agree that the Commonwealth may accept our proposals on any of the articles listed below and that it may draw a line through any of the articles for which our proposal is rejected.

SPECIFICATION	DESCRIPTION OF COMMODITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	THE COMMONWEALTH OF PENNSYLVANIA IS EXEMPT FROM ALL TAXES.				
	NO TAXES TO BE INCLUDED IN BID PRICE.				
	Successful bidder to furnish all labor and equipment necessary to dispose of all refuse. Handling, collecting and refuse such as general trash, glass, tin cans, garbage and anything of refuse nature that could accumulate at this Hospital.				
	Contractor to supply Hospital with recommended trash Containers for FRONT LOADING COMPACTOR.				
	Trash containers to be emptied by contractor (3) three times a week, Monday, Wednesday and Friday between the hours of 8:30 A.M. and 4:00 P.M.				
	Containers to be placed at following Buildings:				
	Building 21	(2)	4 yard container with lid		
	Building 13	(1)	4 yard container " "		
	Building 14	(1)	4 yard container " "		
	Building 8	(1)	6 yard container " "		
	Building 4	(2)	6 yard container " "		
	Building 3	(1)	2 yard container " "		
	Building 20	(1)	4 yard container " "		
	Building 18	(1)	2 yard container " "		
	Building 7	(1)	2 yard container " "		
	Building 9	(1)	2 yard container " "		

WM013757

THIS IS NOT AN ORDER

(RETURN PROPOSAL TO OFFICE FROM WHICH RECEIVED)

dated at Philadelphia day of March 1971

[Signature]
SIGN IN INK
Title Manager

VENDOR Tri-Count Hauling
Calgon Hook Rd.
Darby, Pa. 19023

The Commonwealth of Pennsylvania, Acting through the undersigned officer or agent of the Commonwealth, hereby accepts the proposal except for the articles which have been stricken out, this acceptance to constitute a binding contract.

Date _____

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT AGENCY INSTITUTION

By _____

Title _____

CONTINUATION SHEET - LOCAL PURCHASE PROPOSAL
(this is part of the Proposal)

Sheet No. 2

INSTITUTION
HAVERFORD STATE HOSPITAL
SERIAL NO.
975

Submit separate unit price for each item. No bid will be considered unless bid price is firm without qualification. Conditional bids will not be accepted.

Item	Description of Commodity	Quantity	Unit	Unit Price	Total
Building 10	(1) 2 yard container with lid				
Building 11	(1) 2 yard container "				
Building 12	(1) 2 yard container "				
Building 25	(1) 4 yard container (WITH OUT LID to be used for non-combustible refuse.)				
<p>Platforms in back of building are so situated that this is the only efficient way to make pick up and also enable proper placement of containers to platforms without damage to railings, platforms and roadway. It is also the responsibility of the contractor to supply the recommended containers to do the job at these locations and at such time containers prove to be too small or too large contractor will replace with larger or smaller containers according to the Hospitals needs</p> <p>It will be the responsibility of the contractor to maintain, keep clean and sanitary, units at all times, thus eliminating rodents, flies and roaches.</p> <p>Please return three (3) fully executed copies of Bid Proposal in the enclosed self-addressed envelope. If you do not wish to Bid, please return one (1) copy marked "NO BID".</p>					
CHARGE PER MONTH				\$ 750.00	
TOTAL LUMP SUM				9000.00	
<p>Any additional information required, contact Maintenance Engineer, Mr. Muller at LA-59620, Ext. 486 or 487</p>					

Name of Vendor

Address

Date

WM013758

LOCAL PURCHASE PROPOSAL

DEPARTMENT OF PUBLIC WELFARE

DEPARTMENT AGENCY INSTITUTION

DATE MARCH 13, 1974	SEAL NO.	IDENTIFICATION NO. 674	INQUIRY NO. # 1402
ESTIMATE DATE April 1, 1974		E.D.T. AT 11:00 A.M. XXXX	SECURITY \$
MONTHS DATE		AMOUNT	
NO. OF COMMODITIES TRASH and GARBAGE REMOVAL CONTRACT PERIOD JULY 1, 1974 TO JUNE 30, 1975 BE WANTED SEE BELOW		SHIPPING INSTRUCTIONS Haverford State Hospital 3500 Dorby Road Haverford, Penna. Delaware County 19041	

I hereby offer to supply the following articles in the quantities specified for the prices specified. This proposal is subject to all the terms and conditions attached to or appearing on the reverse side of this sheet. We agree that the Commonwealth may accept our proposal on any of the articles listed below and that it may draw a line through any of the articles for which our proposal is rejected.

SPECIFICATION	DESCRIPTION OF COMMODITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
	THE COMMONWEALTH OF PENNSYLVANIA IS EXEMPT FROM ALL TAXES.				
	NO TAXES TO BE INCLUDED IN BID PRICE.				
	Successful bidder to furnish all labor and equipment necessary to dispose of all refuse. Handling, collecting and refuse such as general trash, glass, tin cans, garbage and anything of refuse nature that could accumulate at this Hospital.				
	Contractor to supply Hospital with recommended Trash Containers for FRONT LOADING COMPACTOR.				
	Trash containers to be emptied by contractor (3) three times a week, Monday, Wednesday and Friday between the hours of 8:30 A.M. and 4:00 P.M.				
	Containers to be placed at following Buildings:				
	Building 21	(2)	4 yard container with lid		
	Building 13	(1)	4 yard container "		
	Building 14	(1)	4 yard container "		
	Building 8	(1)	6 yard container "		
	Building 4	(2)	6 yard container "		
	Building 3	(1)	2 yard container "		
	Building 20	(1)	4 yard container "		
	Building 18	(1)	4 yard container "		
	Building 7	(1)	4 yard container "		
	Building 9	(1)	4 yard container "		
	Building 22	(1)	2 yard container "		

WM013759

THIS IS NOT AN ORDER

(RETURN PROPOSAL TO OFFICE FROM WHICH RECEIVED)

Executed at Delaware County
 On 18th day of March 1974
 By [Signature]
 Official Position [Signature]
 VENDOR

The Commonwealth of Pennsylvania, Acting through the undersigned officer or agent of the Commonwealth, hereby accepts the proposal except for the articles which have been stricken out. This acceptance to constitute a binding contract.

Date _____

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT AGENCY INSTITUTION

By _____

Title _____

COMMONWEALTH OF PENNSYLVANIA

LOCAL PURCHASE CONTRACT

1. The proposal attached or made on the opposite side of this sheet will be deemed an offer which may be accepted by the Commonwealth at any time after bids are opened. The price quoted in each instance is that for which the commodity will be furnished and includes all taxes or other charges that may be imposed during the life of this contract. When the proposal is accepted by the Commonwealth in writing, the proposal and acceptance will constitute a contract. The proposal will be subject to all of the terms and conditions herein stated.
2. Sealed proposals will be received by the Commonwealth at place named on the opposite side of this sheet on the day and hour specified, at which time they will be publicly opened and read. Awards will be made as soon thereafter as practicable.
3. Proposals must be submitted in duplicate. If proposal in part or in whole is accepted, one copy containing the written acceptance will be returned to the successful bidder.
4. The materials listed in the proposal must be delivered from the point or points shown on the opposite side of this sheet. All charges prepaid.
5. In acting on proposals cash discounts will not be considered.
6. When a performance bond is required it must be with a corporate surety authorized to transact business in Pennsylvania. The amount of the bond will be one-fourth of the contract.
7. A contractor shall not sublet, transfer, assign, or otherwise dispose of the contract or any portion thereof or of his right, title, or interest therein without the written consent of the Commonwealth.
8. Under specifications, P.S. refers to the Pennsylvania State specifications, copies of which may be obtained from the Bureau of Standards, Department of Property and Supplies, Harrisburg, Pa.; F.S. refers to the U.S. Government specifications which may be obtained from the Superintendent of Documents, Washington, D.C. If the word "Attached" appears in the column headed specification it is to be taken to mean that the description of the commodity is given on a sheet attached to the proposal.
9. Samples must be submitted when specified and will not be returned unless stated in the quotation. When standard samples are to be furnished or examined it will be so noted on the schedule. The purchaser reserves the right in any case to call for samples from low bidders before making an award.
10. Food commodities must comply with the Pure Food Laws of the United States and Commonwealth of Pennsylvania in every respect.
11. When the Federal grading of food products is desired by the Commonwealth it will be specified. In such cases it is understood and agreed that the products delivered under specifications so marked shall bear the stamp of the U.S. Department of Agriculture Bureau Agricultural Economics, indicating that the products meet the requirements of the specifications. When it is impossible or impracticable to stamp each individual piece, the container shall be stamped after the goods have been packed therein. The omission of this stamp shall be sufficient reason for the rejection by the Commonwealth. The contractor shall provide facilities for this grade examination and shall notify the U.S. Department of Agriculture's nearest agent, when the products are ready for examination. The cost of this grade examination shall be borne by the contractor. Rates for this service may be obtained from the U.S. Department of Agriculture. Where it is found impractical to secure this grading on certain individual items, the Commonwealth reserves the right to waive this provision on the terms in question or arrange other methods of inspection.
12. Delivery must be made on the date specified in orders given under this contract, and, if orders do not specify dates of delivery, then within ten (10) days after the mailing of the order from the Commonwealth. Inspection of materials supplied will be made by duly authorized agent of the Commonwealth and any article which does not conform to the specifications and to the sample (if any) submitted with this proposal will be rejected. The decision of the inspector shall be final, and all the materials rejected will be returned and replaced at the contractor's expense.
13. If delivery is made by contractor or a Commercial truck the Commonwealth will allow only for NET weight and count returned by the storekeeper of all goods upon arrival after deducting loss of transportation, shrinkage, tare of bags, covers, etc., in which said goods are shipped. If shipment is made to the railroad destination mentioned on opposite side of this sheet, a receipt in good order given by the Commonwealth to the railroad company shall relieve the contractor from any claim for loss, damage or shortage in transit.
14. If a contractor fails to replace rejected articles within ten (10) days after notice of rejection, the Commonwealth will purchase other articles in the open market to take the place of those rejected and will charge to the contractor any excess in price over that specified in this contract.
15. The Commonwealth reserves the right to reject any and all bids to waive technical defects and to accept or reject any part of its bid if, in its judgment, the best interest of the Commonwealth will be subserved thereby. Payments will be made upon receipt of invoices after materials have been delivered and accepted.
16. If space on the opposite side of this sheet does not permit the listing of all items for which bids are sought, additional sheets may be attached which will then become a part of this proposal.
17. Vendor agrees that, in the performance of any contract awarded to it hereunder, said vendor will not discriminate against any employee or other persons, on account of race, color, sex, religious creed, ancestry, age or national origin and that the Commonwealth, upon receipt of satisfactory evidence of such discrimination, shall have the right to cancel said contract.

WM013760

CONTINUATION SHEET - LOCAL PURCHASE PROPOSAL

(This is part of the Proposal)

Sheet No. 2

INSTITUTION

Haverford State Hospital

SERIAL NO.

#1402

Submit separate unit price for each item. No bid will be considered unless bid price is firm without qualification. Conditional bids will not be accepted.

Item	Description of Commodity	Quantity	Unit	Unit Price	Total
Building 10	(1) 4 yard container with lid				
Building 11	(1) 2 yard container with lid				
Building 12	(1) 2 yard container with lid				
Building 2	(1) 2 yard container with lid				
Building 25	(1) 4 yard container (WITH OUR LID to be used for non-combustible refuse.)				
<p>Platforms in back of building are so situated that this is the only efficient way to make pick up and also enable proper placement of containers to platforms without damage to railings, platforms and roadway. It is also the responsibility of the contractor to supply the recommended containers to do the job at these locations and at such time containers prove to be too small or too large contractor will replace with larger or smaller containers according to the Hospital needs.</p> <p>It will be the responsibility of the contractor to maintain, keep clean and sanitary, units at all times, thus eliminating rodents, flies, and roaches.</p> <p>Bidder is required to submit with his bid a photostatic copy of his current certificate formerly issued by the Department of Health and now by the Department of Environmental Resource. The copies submitted will not be returned.</p> <p>Contractor agrees in the performance of this contract that he will not be adjudged in violation of any law or ordinance State, Federal or local regulating pollution and will be responsible for correcting any latent conditions which may cause a violation.</p> <p>Contractor agrees in performance of this contract that he will be in full compliance with the intent of Chapter 34 of the Pennsylvania Department of Labor and Industry regulation which states that interior finish materials in Health Care Facilities shall not be subject to excessive flame spread, nor in burning, give off excessive amounts of smoke or objectionable gases.</p> <p>Please return three (3) fully executed copies of Bid Proposal in the enclosed self-addressed envelope. If you do not wish to Bid, please return one (1) copy marked "NO BID".</p>					
CHARGES PER MONTH				1.26 ⁰⁰	
TOTAL LUMP SUM				9912 ⁰⁰	
Any additional information required, contact Maintenance Engineer, Mr. Tulskie, LA-59620, Ext. 406 or 487					

Name of Vendor _____

Date _____

Address _____

WM013761



Office of Enforcement and Compliance Assurance **INFORMATION SHEET**

U.S. EPA Small Business Resources

If you own a small business, the United States Environmental Protection Agency (EPA) offers a variety of compliance assistance and tools to assist you in complying with federal and State environmental laws. These resources can help you understand your environmental obligations, improve compliance and find cost-effective ways to comply through the use of pollution prevention and other innovative technologies.

EPA Websites

EPA has several Internet sites that provide useful compliance assistance information and materials for small businesses. Many public libraries provide access to the Internet at minimal or no cost.

EPA's Small Business Home Page (<http://www.epa.gov/sbo>) is a good place to start because it links with many other related websites. Other useful websites include:

EPA's Home Page
<http://www.epa.gov>

Small Business Assistance Programs
<http://www.epa.gov/ttn/sbap>

Compliance Assistance Home Page
<http://www.epa.gov/oeca/oc>

Office of Site Remediation Enforcement
<http://www.epa.gov/oeca/osre>

Hotlines, Helplines and Clearinghouses

EPA sponsors approximately 89 free hotlines and clearinghouses that provide convenient assistance on environmental requirements.

EPA's Small Business Ombudsman Hotline can provide a list of all the hot lines and assist in determining the hotline best meeting your needs. Key hotlines include:

EPA's Small Business Ombudsman
(800) 368-5888

Hazardous Waste/Underground Tanks/
Superfund
(800) 424-9346

National Response Center
(to report oil and hazardous substance spills)
(800) 424-8802

Toxics Substances and Asbestos Information
(202) 554-1404

Safe Drinking Water
(800) 426-4791

Stratospheric Ozone and Refrigerants
Information
(800) 296-1996

Clean Air Technical Center
(919) 541-0800

Wetlands Hotline
(800) 832-7828

Continued on back



U.S. EPA SMALL BUSINESS RESOURCES

Compliance Assistance-Centers

In partnership with industry, universities, and other federal and state agencies, EPA has established national Compliance Assistance Centers that provide Internet and "faxback" assistance services for several industries with many small businesses. The following Compliance Assistance Centers can be accessed by calling the phone numbers below and at their respective websites:

Metal Finishing

(1-800-AT-NMFRC or www.nmfrc.org)

Printing

(1-888-USPNEAC or www.pneac.org)

Automotive Service and Repair

(1-888-GRN-LINK or www.ccar-greenlink.org)

Agriculture

(1-888-663-2155 or www.epa.gov/oeca/ag)

Printed Wiring Board Manufacturing

(1-734-995-4911 or www.pwbrc.org)

The Chemical Industry

(1-800-672-6048 or www.chemalliance.org)

The Transportation Industry

(1-888-459-0656 or www.transource.org)

The Paints and Coatings Center

(1-800-286-6372 or www.paintcenter.org)

State Agencies

Many state agencies have established compliance assistance programs that provide on-site and other types of assistance. Contact your local state environmental agency for more information. For assistance in reaching state agencies, call EPA's Small Business Ombudsman at (800)-368-5888 or visit the Small Business Environmental Homepage at <http://www.smallbiz-enviroweb.org/state.html>.

Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations, businesses may be eligible for penalty waivers or reductions. EPA has two policies that potentially apply to small businesses: The Audit Policy (<http://www.epa.gov/oeca/auditpol.html>) and the Small Business Policy (<http://www.epa.gov/oeca/>

[smbusi.html](http://www.epa.gov/oeca/smbusi.html)). These do not apply if an enforcement action has already been initiated.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an ombudsman ("SBREFA Ombudsman") and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. The SBREFA Ombudsman will annually rate each agency's responsiveness to small businesses. If you believe that you fall within the Small Business Administration's definition of a small business (based on your Standard Industrial Code (SIC) designation, number of employees or annual receipts, defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Your Duty to Comply

If you receive compliance assistance or submit comments to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act (SBREFA) or related provisions.